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PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL 16

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
REGION 20

DELTA SANDBLASTING COMPANY, INC.,

Respondent,

and

INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES, DISTRICT  
COUNCIL 16,

Charging Party.

Case No. 20-CA-176434  
32-CA-180490

**CROSS-EXCEPTIONS TO DECISION  
OF THE ADMINISTRATIVE LAW  
JUDGE**

Union International Union of Painters and Allied Trades, District Council 16 hereby  
takes the following cross-exceptions to the Decision of the Administrative Law Judge  
(hereinafter "ALJ"):

No.	Page	Cross-Exception
1.	3:35-40	To the use of certain statements by Robert (Bobby) Sanders ("Sanders") offered through other witnesses to make the conclusion that Sanders and Jose Santana ("Santana") did not verbally agree on the terms of a successor collective bargaining agreement.
2.	5:20-25	To the conclusion that Santana did not visit Sanders in his office in April 2016 based on the factual finding that, despite Respondent not providing

No.	Page	Cross-Exception
		evidence to rebut Santana's testimony directly, it did "present a less sunny picture of Sander's relationship with the Union at the time" through the hearsay statements of witness and friend of Sanders, Floyd Farley ("Farley").
3.	5:35, fn. 6	To the conclusion that Sanders' expressions of trepidation about agreeing to the BAE contract based upon conclusion that hearsay witnesses' testimony qualified for the hearsay exception in Fed. R. Evid. 803(3).
4.	6:10-14	To the reliance on the hearsay testimony of Farley to make conclusions on the statements made during the May 3 phone call.
5.	6:15-19	To the reliance on the hearsay testimony of another friend of Sanders, John Capovilla, to make conclusions on the statements made during the May 3 phone call.
6.	8:20-25	To the conclusion of the ALJ that there was no meeting of the minds based on the finding that Santana's testimony was not to be credited because he did not present a copy of the collective bargaining agreement during the February 8 meeting.
7.	8:41-9:3, 8-11	To the conclusion that Santana did not come to Sanders' office in April 2016 to confirm Sanders' agreement with the contract, based on the finding that such a meeting "could not be squared with the confrontational May 3 phone call" in which the ALJ relied in part on the hearsay testimony of Farley and Capovilla.
8.	11:16-18	To the ALJ's conclusion of law that Respondent did not violate the Act by failing to execute and comply with a successor collective bargaining agreement.
9.	11:21-35	To the failure of the ALJ to require that Respondent comply with the collective bargaining agreement to which Sanders and Santana verbally agreed.
10.	11:33-34, 13:1-15	To the failure of the ALJ to recommend the Decision and Posting be mailed. Physical and electronic posting of the notice alone does not provide an adequate explanation of the misconduct and the remedy.
11.	12:1-13:19	To the failure of the ALJ to recommend various other remedies such as lengthier posting, reading of the notice, mailing of the decision, allowing members to read the notice at union meetings, etc.

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Dated: November 21, 2017

WEINBERG, ROGER & ROSENFELD  
A Professional Corporation

By: /s/ Caroline N. Cohen  
DAVID A. ROSENFELD  
CAROLINE N. COHEN

Attorneys for Charging Party INTERNATIONAL  
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## PROOF OF SERVICE

I am a citizen of the United States and resident of the State of California. I am employed in the County of Alameda, State of California, in the office of a member of the bar of this Court, at whose direction the service was made. I am over the age of eighteen years and not a party to the within action.

On November 21, 2017, I served the following documents in the manner described below:

### CROSS-EXCEPTIONS TO DECISION OF THE ADMINISTRATIVE LAW JUDGE

- ☒ (BY ELECTRONIC SERVICE) By electronically mailing a true and correct copy through Weinberg, Roger & Rosenfeld's electronic mail system from lhull@unioncounsel.net to the email addresses set forth below.

On the following part(ies) in this action:

Mr. Gary Shinnars  
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*Attorney for the National Labor Relations  
Board*

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on November 21, 2017, at Alameda, California.

/s/ Karen Kempler  
Karen Kempler